court suggests, that the plaintiff did not cease to be a passenger if she was put off the train improperly; and that she therefore still had a right to protection by the defendant against foreseeable assault. *Cf. Williams* v. *East St. Louis & S. Ry. Co.*, 232 S. W. 759 (Mo. App.); *Missouri K. & T. Ry. of Texas* v. *Silber*, 209 S. W. 188 (Tex. App.). This theory, however, is open to criticism in that its basis is an artificial conception of status.

CONFLICT OF LAWS — DOCTRINE OF *RENVOI* — APPLICATION TO SISTER STATE MARRIAGES. — The defendant was domiciled with her husband in Texas. He left her and secured a divorce in Nevada upon constructive service. Meanwhile the defendant had become domiciled in Missouri. The plaintiff, a New York citizen, married the defendant in Washington, D. C., and now sues to annul the marriage. *Held*, that the case be remanded to ascertain what effect Missouri would give to the Nevada divorce. *Ball* v. *Cross*, 132 N. E. 106 (N. Y.).

For a discussion of the principles involved, see NOTES, *supra*, p. 454.

CONFLICT OF LAWS — RECOGNITION OF FOREIGN JUDGMENTS — JUDGMENT RENDERED ON CAUSE OF ACTION NOT ENFORCEABLE IN THE FORUM. — The claimant secured in Malta a judgment ordering the plaintiff's testator to pay for the support of their illegitimate child, according to the provisions of Maltese law. The claimant now appears in the English administration proceedings as a judgment creditor. *Held*, that the claim be disallowed. *In re Macartney*, [1921] 1 Ch. 522.

A right of action given by foreign law will generally not be enforced if it is not essentially compensatory. *Adams* v. *Fitchburg R. R. Co.*, 67 Vt. 76, 30 Atl. 687. See MINOR, CONFLICT OF LAWS, § 10; 26 HARV. L. REV. 172. *Cf. Huntington* v. *Attrill*, 146 U. S. 657, 666–668; *Huntington* v. *Attrill*, [1893] A. C. 150, 156–158; 32 HARV. L. REV. 172. This is true even when judgment has been obtained in the foreign country. *Arkansas* v. *Bowen*, 3 App. D. C. 537. See *Wisconsin* v. *Pelican Ins. Co.*, 127 U. S. 265, 289–291. *Contra* (under full faith and credit clause of the United States Constitution), *Healy* v. *Root*, 11 Pick. (Mass.) 389; *Schuler* v. *Schuler*, 209 Ill. 522, 71 N. E. 16; *State ex rel. Stone* v. *Helmer*, 21 Iowa, 370. An obligation to support an illegitimate child is within this rule. *Graham* v. *Monsergh*, 22 Vt. 543. See *State ex rel. Stone* v. *Helmer*, *supra*, at 371; 1 WHARTON, CONFLICT OF LAWS, 3 ed., § 4. See also *De Brimont* v. *Penniman*, 10 Blatchf. (U. S.) 436 (S. D. N. Y.). The principal case therefore seems clearly sound. Some hesitation was, however, occasioned by the doubts of an eminent textwriter: "An action (*semble*) cannot be maintained on a valid judgment if the cause of action in respect of which the judgment was obtained was of such a character that it would not have supported an action in England (?)." DICEY, CONFLICT OF LAWS, 2 ed., 414. This doubt is, it is submitted, due to the fact that the statement really covers two entirely dissimilar cases: (1) where the court where the judgment is sued upon considers that the court which rendered the judgment made an error of law or fact in holding that there was a cause of action; (2) where the judgment was rendered upon a cause of action admittedly valid, but one which the court where the judgment is sued upon would not enforce because of policy, *e. g.* one not essentially compensatory. As meaning the former, the statement plainly conflicts with the well-settled rule that a mistake does not impair the binding force of a judgment. *Fisher, Brown & Co.* v. *Fielding*, 67 Conn. 91, 34 Atl. 714; *Godard* v. *Gray*, L. R. 6 Q. B. 139. See DICEY, CONFLICT OF LAWS, 2 ed., 407. As meaning the latter, the statement is irrecusable; the same policy which refuses to enforce the original cause of action would refuse to enforce a judgment rendered upon it. The principal case falls within this second meaning. See, *accord*, *De Brimont* v. *Penniman*, *supra*.